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*Attorney for Plaintiffs Lelani R. Snyder and  
Joseph P. Maniscalco*

**MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY**

LELANI R. SNYDER and  
JOSEPH P. MANISCALCO

Cause No.:

Plaintiffs,

Department No.:

v.

Judge:

MERCEDES-BENZ USA, LLC,  
a Foreign Limited Liability Company and  
JAYCO, INC.,  
a Foreign Profit Corporation

**COMPLAINT**

Defendants.

**JURY TRIAL DEMANDED**  
**COMPLAINT AND JURY DEMAND**

NOW COME Plaintiffs, Lelani R. Snyder and Joseph P. Maniscalco (hereinafter  
“Plaintiffs”), by and through their attorneys, Brooks Siegel and Lemon Law Group Partners  
PLC, and submit the following as their Complaint against Defendants Mercedes-Benz USA,  
LLC and Jayco, Inc.

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiffs Lelani R. Snyder and Joseph P. Maniscalco are individuals residing at 1320  
Sunset Blvd. South, Cody, Wyoming 82414.
2. Defendant Mercedes-Benz USA, LLC (hereinafter “Defendant Chassis Manufacturer” or  
“Defendant Mercedes-Benz”) may be served through its registered agent, CT Corporation

System, 3011 American Way, Missoula, Montana 59808.

3. Defendant Jayco, Inc. (hereinafter “Defendant Motorhome Manufacturer” or “Defendant Jayco”) may be served through its registered agent, CT Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204.
4. The transactions and occurrences involved in this action took place in the State of Montana, County of Missoula.
5. This court has jurisdiction over this action by virtue of Rule 3(A)(1)(c)(ii) of the Montana Rules of Civil Procedure.

#### **COMMON AVERMENTS**

6. On or about June 18, 2020, Plaintiffs purchased a new 2020 Jayco Melbourne 24LP motorhome, VIN: 24LPWDAPF4CD0KN049811 (hereinafter “Subject Vehicle”) at an Authorized Dealership located in the State of Montana. Please see Exhibit A: Purchase Agreement.
7. At the time of purchase, the Subject Vehicle was accompanied by factory warranties which, in relevant part, provided for a Jayco two (2) year limited warranty and a Mercedes-Benz five (5) year/100,000 mile Powertrain warranty and three (3) year/36,000 mile chassis warranty (the “Warranties”). Please see Exhibit B: Pertinent Portion of Warranties. Full warranties are in Defendants’ Possession.
8. The Subject Vehicle was purchased primarily for personal, family, and/or household purposes.
9. Defendants’ warranties covered any repairs or replacements needed during the warranty periods and/or due to defects in factory materials or workmanship.
10. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship,

such defects being discovered within the warranty periods and repairs were attempted.

11. Shortly after purchase, Plaintiffs noticed defects in the Subject Vehicle and returned the Subject Vehicle to Authorized Dealerships on at least five (5) occasions to repair defects to the Subject Vehicle including: knocking noise from engine area despite numerous repair attempts, twenty-four (24) hydraulic elements on engine necessitating replacement, two (2) camshafts necessitating replacement, twelve (12) rocker arms necessitating replacement, knocking noise persists despite replacement of numerous parts, vehicle required towing in to service on numerous occasions, AdBlue system fault message illuminating, sensors replaced due to defects, DPF (Diesel Particulate Filter) defects despite numerous repair attempts, exhaust system defects despite numerous repair attempts, black tank dump valve defects necessitating replacement, furnace line kinked, and stovetop will not light. Please see Exhibit C: Repair Orders.
12. Subject Vehicle has been out-of-service for at least fifty-six (56) total days for the aforementioned repairs. Please see Exhibit C.
13. Despite the prolonged time during which the Subject Vehicle has been out-of-service, Defendants have failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.
14. The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.
15. Despite Plaintiffs' repeated efforts to allow Defendants the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

16. The Subject Vehicle still has issues including engine defects and stovetop defects.
17. Plaintiffs directly notified Defendants of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendants failed and refused to buy back Plaintiffs' defective Subject Vehicle and to reimburse Plaintiffs pursuant to their rights under State and Federal Laws. Please see Exhibit D: Written Notification.
18. This cause of action arises out of the Defendants' Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act, as well as Defendant Mercedes-Benz's violation of the Montana Lemon Law as set forth in this Complaint.
19. Plaintiffs seek judgment against Defendants in whatever amount Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.
20. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

**COUNT I**  
**BREACH OF FACTORY WARRANTY**

21. Plaintiffs fully repeat and incorporate Paragraphs 1 through 20, as set forth above.
22. Defendant Jayco extended to Plaintiffs a two (2) year limited warranty. Defendant Mercedes-Benz extended to Plaintiffs a five (5) year/100,000 mile Powertrain warranty and three (3) year/36,000 mile chassis warranty (the "Warranties").
23. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranties.
24. Defendants have failed to honor the terms of the Warranties.

25. Defendants have failed or refused to repair the issues which include engine defects and stovetop defects.

26. As a result of the actions set forth above, Defendants have breached their warranties.

27. As a result of Defendants' breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

**WHEREFORE**, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant in an amount to be proven at trial, including all consequential damages, incidental damages, equitable remedies, costs, interest, and attorney fees.

**COUNT II**  
**BREACH OF MAGNUSON-MOSS WARRANTY ACT**

28. Plaintiffs fully repeat and incorporate Paragraphs 1 through 27, as set forth above.

29. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

30. Plaintiffs are "consumer"s as defined by 15 USC § 2301(3).

31. Defendants are "supplier"s and "warrantor"s as defined by 15 USC § 2301(4)(5).

32. The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).

33. 15 USC § 2310(d)(1)(A), requires Defendants, as warrantors, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

34. The actions of Defendants as hereinabove described, in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.

35. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendants, Defendants have failed and refused to cure any defects and non-conformity with the Subject Vehicle.
36. As a result of Defendants' breach of factory warranty as set forth above, and Defendants' failure to honor their obligations under their warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.
37. Defendants had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.
38. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

**COUNT III**  
**MONTANA CODE ANN. §§ 61-4-501 - 61-4-533**  
**"LEMON LAW"**

39. Plaintiffs fully repeat and incorporate Paragraphs 1 through 38, as set forth above.
40. Plaintiffs are "consumer"s under the Montana Lemon Law, MT Code Ann. § 61-4-501 (2).
41. Defendant Mercedes-Benz is a "manufacturer" under the Montana Lemon Law, MT Code Ann. § 61-4-501 (4).
42. The "warranty period" is defined as the period ending two (2) years after the date of the original delivery to the consumer of a new motor vehicle or during the first 18,000 miles of operation, whichever is earlier, MT Code Ann. § 61-4-501 (7).
43. The Subject Vehicle is a "motor vehicle" under the Montana Lemon Law, MT Code Ann.

§ 61-4-501 (5) (a).

44. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the warranty if either of the following occur,

(1) the same nonconformity has been subject to repair four (4) or more times by the manufacturer or its agent or authorized dealer during the warranty period but the nonconformity continues to exist, MT Code Ann. § 61-4-504 (1); or

(2) the motor vehicle is out of service because of nonconformity for a cumulative total of thirty (30) or more business days during the warranty period after notification of the manufacturer, agent, or dealer, MT Code Ann. § 61-4-504 (2).

45. During the warranty period, the Subject Vehicle was subject to repair on at least five (5) occasions and was out of service by reason of repair for at least fifty-six (56) days. All attempted repairs were unsuccessful as the Subject Vehicle continues to have the aforementioned defects.

46. The aforementioned defects substantially impair the use or value of the Subject Vehicle to Plaintiffs and prevent the Subject Vehicle from conforming to the Defendant Mercedes-Benz's factory warranties.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle;
- (3) For Defendants to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein;
- (5) For such other and further relief as the court deems just and proper under

the circumstances;

(6) That all issues be tried before a jury.

Dated: 22<sup>nd</sup> day of June, 2021

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: /s/ Brooks Siegel

Brooks Siegel

LEMON LAW GROUP PARTNERS PLC

3323 NE 163<sup>rd</sup> Street, Suite 504

North Miami Beach, FL 33160

Telephone: (888) 415-0610

Fax: (888) 809-7010

*Attorneys for Plaintiffs*



# EXHIBIT A



PO Box 3766 - 8466 Huffine Lane  
Bozeman, MT 59718



6708 S. Frontage Road  
Billings, MT 59101

Subject to the terms and conditions on both sides of this AGREEMENT, I, purchaser and co-purchaser, agree to purchase the following described Unit.

PURCHASER: <b>JOSEPH P MANISCALCO</b>		PURCHASER BUS PHONE: <b>(307) 587-4619</b>		PURCHASER EMAIL:	
CO-PURCHASER: <b>LELANI R SNYDER</b>		CO-PURCHASER BUS PHONE: <b>307-250-1711</b>			
ADDRESS: <b>1320 SUNSET BLVD S/PO BOX 2274</b>		CITY: <b>CODY, WY</b>	STATE: <b>WY</b>	ZIP: <b>82413</b>	COUNTY:
DATE: <b>06/18/20</b>	CUSTOMER NUMBER:		SALES PERSON: <b>WADE SANT</b>		

YR: <b>2020</b>	MAKE: <b>JAYCO</b>	SERIES:	MODEL: <b>24LP</b>	BODY TYPE: <b>MC</b>	MILEAGE: <b>1966</b>
NEW <input checked="" type="checkbox"/> PRE-OWNED <input type="checkbox"/>		SERIAL NUMBER: <b>WDAPI4CD0KN049311</b>	COLOR: <b>DUSK</b>	STOCK NUMBER: <b>N7939</b>	

UPGRADE DUAL 24G BATT B24/B24B	BASE PRICE:	101065.00
NO POWER 190WATT SOLAR GP/GPB		N/A
INSTALL 12V C PAP PLUG IN BEDROOM		N/A
DEALER INSTALLED OPTIONS		1155.00
SUB-TOTAL		102220.00

DESCRIPTION OF TRADE 1:			TRADE ALLOWANCE	16000.00
YR: MAKE: MODEL: BODY TYPE:	2017 JAYCO 222		LESS BALANCE DUE	N/A
MILEAGE:	111713BNSH1Y20436		NET ALLOWANCE	16000.00
DESCRIPTION OF TRADE 2:			DEPOSIT (non-refundable)	86220.00
YR: MAKE: MODEL: BODY TYPE:			NET EQUITY	102220.00
MILEAGE:			SUB-TOTAL	N/A
IMPORTANT NOTICE OF LEGAL RIGHTS AND LIMITATIONS - SEE BACKSIDE FOR ADDITIONAL TERMS			LEIN FILLING FEE	N/A
DISCLAIMER OF WARRANTIES: Only the Manufacturer of a new Unit offers a warranty. Dealer is not party to the Manufacturer Warranty and neither assumes, nor authorizes any person to assume for Dealer, any liability in connection with the Manufacturer Warranty on the sale of a new Unit. Dealer does not offer a warranty on new Units and disclaims any express or implied warranties and guarantees on new Units, including without limitation, the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE - the RV is sold AS-IS. In addition, Purchaser(s) agree that any warranty made by the manufacturer has not been made by the Dealer.			SALES TAXES (IF APPLICABLE)	N/A
PRE-OWNED RV DISCLAIMER OF WARRANTIES: Some pre-owned Units may qualify for a service contract offered through a third-party vendor. Dealer is not a party to any service contract and neither assumes nor authorizes any person to assume for Dealer, any liability in connection with the service contract. Dealer does not offer a warranty on pre-owned Units and disclaims any express or implied warranties and guarantees on pre-owned Units, including without limitation, the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE - the RV is sold AS-IS.			UNPAID BALANCE	N/A

THIS PURCHASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN PURCHASER(S) AND BIG SKY RV, INC. NO ONE HAS AUTHORITY TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN HAVE BEEN MADE WHICH ARE NOT CONTAINED ON THIS DOCUMENT. BY SIGNING BELOW PURCHASER(S) ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE REVERSE SIDE, WHICH INCLUDE A MEDIATION AND AS-IS CLAUSE, AND THAT I/WE HAVE RECEIVED A COPY OF THIS AGREEMENT.

I/We understand and agree that I/We have been provided a copy of the following documents and have read and reviewed, or had the opportunity to read and review, and agree to the terms of:

- This Agreement
- Letter Regarding Warranty for New/Pre-owned RV
- Big Sky RV, Inc. RV Handbook

Purchaser Initials: *JS*

Purchaser: *Joseph P. Maniscalco*

Co-Purchaser: *Lelani R. Snyder*

Dealer Authorized Signature: *Wade Sant*

Printed Name: *Wade A. Sant*





**Big Sky RV, Inc**  
PO Box 3766 - 8466 Huffine Ln  
Bozeman, MT 59718  
406.587.0039

**Big Sky RV of Billings**  
6708 S. Frontage RD  
Billings, MT 59101  
406.281.7971

Date	Stock	SQ #	Sales Person 1		Sales Person 2	Customer Number
13 JUN 2020	N7959	6312	WADE SANT			(26229)
Buyer			Home Phone	Mobile Phone	Email	
JOSEPH MANISCALCO			307-587-4619	307-250-1731	VELOTREKING@YAHOO.COM	
Address			City	State	Postal	
1320 SUNSET BLVD. SOUTH			CODY	WY	82414	
CO Buyer			Home Phone	Mobile Phone	CO Buyer Email	
LELANI SNYDER			307-587-4619			
Year	Manufacturer	Brand	Model	Type	New/Used	Serial #
2020	JAYCO	MELBOURNE	24LP	CLASS C	NEW	1L1ZL0101
Manufacturer Options			Dealer Options			
CUSTOMER VALUE PKG			4,700.00	UPGRADE DUAL 24G BATT B24/B24B		190.00
SUN FOLDING WINDSHIELD SHADE			285.00	GO POWER 190WATT SOLAR GP/GPB		965.00
HYDRAULIC AUTO LEVING			2,595.00	INSTALL 12V C PAP PLUG IN BEDROOM		0.00
MINIMUM ADVERTISED PRICE SUPPLEMENT			2,534.00			
Year	Make	Model		Type	Approx. Payoff	
2017	JAYCO	24LP		TRAVEL TRAILER	0.00	
Make	Model		Year	Capacity		
<b>Comments:</b> Purchaser acknowledges the following: - Big Sky RV does not guarantee the condition and expressly disclaims all warranties either expressed or implied. - Big Sky RV does not re-purchase or "buy back" RVs for any reason. - It is the purchaser's responsibility to fully research and understand tow ratings and capabilities of their tow vehicle and the load capacities of their RV. - Whether new or used, all RVs will need a varying degree of repair. All RVs equipped with electric brakes must be towed out of the Big Sky RV lot with a vehicle equipped with a brake control. This is for your personal safety. Note: some Travel Trailers may require a weight distribution hitch (EQ Hitch). Used Vehicles: Purchaser acknowledges if the RV is used, it is being sold by dealer on a "as-is" basis with no warranties expressed or implied concerning its mechanical condition. Disclaimer of Warranties: The dealer hereby expressly disclaims all warranties, either expressed or implied INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer is not party to any manufacturer's warranty and neither assumes nor authorizes any persons to issue for the dealer any liability in connection with the sale of the vehicle.						
Signature of Buyer			Date	Base Cost		
Joseph P. Maniscalco			6/13/2020	\$ 92,395.00		
Signature of Co-Buyer			Date	Mfg Options		
Lelan Snyder			6/18/2020	\$ 10,114.00		
Dealer or Authorized Signature			Date	Freight		
Wade Sant			6-18-2020	\$ 795.00		
			Approved By	PDI		
				\$ 995.00		
				Dealer Options		
				\$ 1,155.00		
				Dealer Markup		
				\$ 0.00		
				Total List		
				\$ 105,454.00		
				Discount		
				\$ (3,234.00)		
				Selling Price		
				\$ 102,220.00		
				Trade Allowance		
				\$ 16,000.00		
				Est. Trade Pay		
				\$ 0.00		
				Lien Filing Fee		
				\$ 0.00		
				Final Balance		
				\$ 86,220.00		

# Jayco Warranty Registration and Customer Delivery Form

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Dealer is to assure that this form is properly completed and returned to the manufacturer within ten (10) working days after delivery

OWNER'S NAME <b>LELani Snyder</b>		Remit to: Fax: 1-800-825-7876 P.O. Box 460 Middlebury, IN 46540	
ADDRESS <b>P.O. Box 2274</b>		DEALER NAME	DEALER NUMBER
CITY <b>Cody</b>	ST <b>Wyo</b>	ZIP CODE <b>82414</b>	ADDRESS
DELIVERY DATE <b>6-18-2020</b>	PHONE NUMBER <b>307-587 4619</b>	CITY	ST ZIP CODE
EMAIL ADDRESS (OPTIONAL)		MODEL YEAR / MODEL	ODOMETER READING (MOTORHOME)
SERIAL NUMBER (17 DIGITS REQUIRED) <b>1L1ZL0101</b>		CHASSIS VIN (17 DIGITS REQUIRED) <b>WDAPF46DOKN049811</b>	

All items must be marked off by the dealer in the customer's presence indicating performance or instruction as required. Please mark each item "OK" or "NA" (Not applicable).

- |  |   |  |  |
|--|---|--|--|
| <b>1. Electrical System</b><br><input checked="" type="checkbox"/> 110 Volt System<br><input checked="" type="checkbox"/> 110 Volt Auxiliary Generator Operation<br><input checked="" type="checkbox"/> 12 Volt System<br><input checked="" type="checkbox"/> Ground Fault Circuit Interrupter (GFC)<br><input checked="" type="checkbox"/> All Interior Lights/Recepts/Switches<br><input checked="" type="checkbox"/> All Exterior Lights/Recepts/Switches<br><input checked="" type="checkbox"/> Battery System<br><input checked="" type="checkbox"/> Monitor Panel<br><input checked="" type="checkbox"/> Slideout Operation and Maintenance<br><input checked="" type="checkbox"/> Phone and Cable TV<br><input checked="" type="checkbox"/> Audio/Video Entertainment System<br><input checked="" type="checkbox"/> Converter Operation and Use<br><input checked="" type="checkbox"/> Solar Panel<br><input checked="" type="checkbox"/> Interior Fans - All<br><b>Motorized Only</b><br><input checked="" type="checkbox"/> Inverter Operation and Use<br><input checked="" type="checkbox"/> Driver Dash Controls/Switches<br><input checked="" type="checkbox"/> Hydraulic Leveling Jacks<br><input checked="" type="checkbox"/> Power Cord/Reel<br><input checked="" type="checkbox"/> Backup Camera and Monitor | <b>3. Water/Plumbing System</b><br><input checked="" type="checkbox"/> Water Intake/Drain Lines<br><input checked="" type="checkbox"/> On-Demand Water Pump<br><input checked="" type="checkbox"/> Faucet(s)/Fixture(s)<br><input checked="" type="checkbox"/> Winterizing/Bypass<br><input checked="" type="checkbox"/> Outside Shower<br><input checked="" type="checkbox"/> Shower<br><input checked="" type="checkbox"/> Black Holding Tank(s)<br><input checked="" type="checkbox"/> Grey Holding Tank(s)<br><input checked="" type="checkbox"/> Fresh Water Holding Tank(s)<br><input checked="" type="checkbox"/> Toilet<br><b>4. Appliances</b><br><input checked="" type="checkbox"/> Furnace and Thermostat<br><input checked="" type="checkbox"/> Range/Oven/Hotplate<br><input checked="" type="checkbox"/> Water Heater<br><input checked="" type="checkbox"/> Refrigerator<br><input checked="" type="checkbox"/> Air Conditioner<br><input checked="" type="checkbox"/> Microwave<br><input checked="" type="checkbox"/> Central Vacuum<br><input checked="" type="checkbox"/> Heat Pump<br><input checked="" type="checkbox"/> Washer/Dryer | <b>6. Exterior</b><br><input checked="" type="checkbox"/> Doors and Locks - all keys<br><input checked="" type="checkbox"/> Screen Door<br><input checked="" type="checkbox"/> Entrance Step<br><input checked="" type="checkbox"/> Finish - spot paint, touch up and rub out if necessary<br><input checked="" type="checkbox"/> TV and/or Satellite Antenna Mechanism<br><input checked="" type="checkbox"/> Vents - all<br><input checked="" type="checkbox"/> Compartment Doors<br><input checked="" type="checkbox"/> Trim and Sealants<br><input checked="" type="checkbox"/> Awnings<br><input checked="" type="checkbox"/> Bumper/A-Frame - touch up as needed<br><input checked="" type="checkbox"/> Window and Roof Sealants<br><b>7. Chassis - Motorized Only</b><br><input checked="" type="checkbox"/> Check all Fluid Levels<br><input checked="" type="checkbox"/> Chassis Prep as Recommended by the Manufacturer<br><input checked="" type="checkbox"/> Tires - Condition and Pressure<br><input checked="" type="checkbox"/> Wheel Lugs - as outlined in Chassis manual<br><b>8. Running Gear - Towable Only</b><br><input checked="" type="checkbox"/> Brake Adjustment and Maintenance<br><input checked="" type="checkbox"/> Bearing Lubrication and Maintenance<br><input checked="" type="checkbox"/> Brake Wire Connections<br><input checked="" type="checkbox"/> Hydraulic Brake Fluid and Maintenance<br><input checked="" type="checkbox"/> A-Frame/Coupler Operation<br><input checked="" type="checkbox"/> Operate and Lube Jacks<br><input checked="" type="checkbox"/> Tires - Condition and Pressure Set<br><input checked="" type="checkbox"/> Tire Pressure _____ psi | <input checked="" type="checkbox"/> Wheel Lugs - (Tighten to specs for ft. lb. torque) Review Maintenance - tighten at 10/25/50 miles<br><b>9. Folding Camping Trailer Only</b><br><input checked="" type="checkbox"/> Complete Set Up and Closing Demonstration, Proper Leveling<br><b>10. General</b><br><input checked="" type="checkbox"/> Wash Vehicle<br><input checked="" type="checkbox"/> Be certain that all required literature is in the vehicle<br><input checked="" type="checkbox"/> Be certain that all accessories including remote(s) are in the vehicle<br><input checked="" type="checkbox"/> Be certain that all Owner's Manuals are in the vehicle<br><input checked="" type="checkbox"/> Be certain that the Warranty Forms are completed<br><b>11. Dealer Installed Options</b><br>(Dealer installed options are not covered under the manufacturer's limited warranties.) |
|--|---|--|--|

## Owner/Dealer Inspection

- Exterior and interior finish.
- Operate all appliances, optional equipment and accessories and discuss maintenance.
- Review operation, maintenance and safety of Propane System
- Explain weight ratings, limitations and proper load distribution and maintenance.
- Operate all fresh water and plumbing components including faucets, shower, toilet and drain locations.
- Review tow vehicle, hitch and sway control set-up - test drive (towable only)
- Complete review of owner's manuals and highlight safety issues.

I acknowledge that I have been given the opportunity to inspect the RV, take a test drive (if applicable) and make notations in the space provided and observed and received satisfactory explanations about all items listed above.

I certify that the dealer has performed the above inspection and that I have received, read and understand the Limited Warranty applicable to this product prior to purchase and I understand the terms thereof and the intended use of the product.

Date

CUSTOMER SIGNATURE

DEALER SIGNATURE

Dealer is responsible to keep original copy on file for a period of 10 years  
 Three copies required: Dealer, Customer and Manufacturer

# EXHIBIT B



- 
- 
- 
- 
- 
- 

2020 MELBOURNE  
*Built for any adventure*



[View All Archived Products](#)

[View 2021 Melbourne](#)



The Jayco 2-Year Limited Warranty covers you for 24 months, or 24,000 miles for motorized products, whichever comes first, from the original date of purchase. That's 730 days, two full camping seasons. No matter how you slice it, it's coverage that lasts twice as long as the industry standard.

And the support from Jayco doesn't end there. Starting with our 2020 models, a third year of structural warranty coverage is also included, **standard**. This includes any structural components such as laminated walls, roof and floor assembly. That's 3 camping seasons or 1,095 days. Travel with confidence and go explore in your Jayco today.

[Click here](#) for more information regarding our industry leading warranty.

**YOU'LL FIND IT'S THE BEST IN THE BUSINESS!**



# EXHIBIT C



**Mercedes-Benz**  
of Billings

3045 King Ave. West  
Billings, MT 59102  
(406) 294-7000  
www.mbbillings.com

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

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R/O Open Date	R/O Number
7/13/20	6025655/1
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone
			Home Phone
			307-250-1731
Year	Make	Model	Body
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R

# DESCRIPTION OF SERVICE AND PARTS

Email: josephmaniscalco@gmail.com

## #1 - MBNOISE: MBNOISE

Customer states there is a knocking noise coming from the engine area. Please advise

Caused by

performed noise locate and diag of knocking noise/ performed short testing, no fault codes were present. as per fts recommendation, removed lower oil pan to inspect for metal shaving and or damage. removed lower oil pan, no damage found, no problems were identified. performed check for noise on upper engine area, inspected injector actual values for adaptation corrections and performed leak down testing. found injector leak

Installed 003 989 98 20 10 :SEALANT MB

Installed 611 017 00 60 :SEAL RING

Installed 642 070 12 87 80 :REMAN INJECTOR F COMMO

Core Chg 642 070 12 87 70 :CORE INJECTOR F COMMON

Installed 000 990 29 07 :SCREW W FLANGE

Installed 642 070 12 87 87 :REMAN INJECTOR F COMMO

Core Chg 642 070 12 87 70 :CORE INJECTOR F COMMON

Installed 642 050 03 11 :CHAIN TIGHTENER

excessive, replaced both injectors and retested.

knocking still present, removed engine cylinder head cover and inspected cams/

and found excessive play in all

Qty: 1	Warranty
Qty: 3	Warranty
Qty: 2	Warranty
Qty: 2	Warranty
Qty: 3	Warranty
Qty: 1	Warranty
Qty: 1	Warranty
Qty: 1	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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## LABOR

## PARTS

## DEDUCTIBLE

## SUBLET

## SHOP SUPPLIES

## HAZARDOUS MATERIALS

## SALES TAX OR TAX I.D.

## SPECIAL ORDER DEPOSIT

## DISCOUNTS

## TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



**Mercedes-Benz**  
of Billings

3045 King Ave. West  
Billings, MT 59102  
(406) 294-7000  
www.mbbillings.com

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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/2
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model	Work Phone
2019	MERCEDES-BENZ	SPRINTER CAB	307-250-1731
			Home Phone
			307-250-1731
			Body
			3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
rocker arms and clearance of more than specified. rocker arms can be wiggled and loosely pick out of cylinder head port holes without removing cams. as per directions of fts, replaced cams and all hydraulic elements and rocker arms.reinstalled and rechecked for noise.on initial starting, no noise present, after running for extended periods. the knocking returned and was present with fuel injector sequencing, located the ignition knock to be the injector cylinder 1, replaced and re coded.	
#2 - MBRECALL: RECALL Perform recall 2020040019 - VS3BAUTOP Auto Park Function (Manual) Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1	
#3 - MBRECALL: RECALL Perform recall 2020040023 - VS3BRADVER Front Axle Brake Hose Caused by completed recall 021773 0.2 02-1796 0.1 completed recall 021773 0.2 02-1796 0.1	
#4 - MB01: PERFORM VEHICLE SAFETY INSPECTION. A 39.95 VALUE	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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### SERVICE DEPARTMENT HOURS

7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/3
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	

RYAN BURT

Vehicle Identification Number

WDAPF4CD0KN049811

Delivery Date

In-Service Date

Color

License Number

MANISCALCO, JOE			Work Phone
PO BOX 2274			
CODY, WY 82414			Home Phone
			307-250-1731
Year	Make	Model	Body
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD F

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
<p>AT NO COST TO YOU.</p> <p>Caused by inspection inspection ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>		
<p>#5 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN</p> <p>Caused by after re coding injector , performed bench testing for noise and no further noise was present, found the injectors were leaking down excessive amounts and caused the vehicle to smoke for extended period, performed regen and cleared all residue in exhaust, test drove to verify all drive ability and engine operations are normal. no further noise concerns or drive ability concerns found. vehicle was returned to customer. ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>		
<p>#6 - MBTOWING: TOWING</p> <p>Caused by rpo tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>		
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>		<p>LABOR</p> <p>PARTS</p> <p>DEDUCTIBLE</p> <p>SUBLET</p> <p>SHOP SUPPLIES</p> <p>HAZARDOUS MATERIALS</p> <p>SALES TAX OR TAX I.D.</p> <p>SPECIAL ORDER DEPOSIT</p> <p>DISCOUNTS</p> <p>TOTAL DUE</p>
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p>		



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/4
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Work Phone

Home Phone

307-250-1731

Body

3500XD STANDARD R

Year	Make	Model
2019	MERCEDES-BENZ	SPRINTER CAB

# DESCRIPTION OF SERVICE AND PARTS

AMOUNT

## #7 \* MBADD: ADDED REPAIR

### ADDED OPERATION

Caused by

performed recheck of basic cam positioning and  
timing chain allocations, re sealed engine cover.

5.6

Tech: James McElroy

(107)

Installed 642 050 00 80 :

Installed 611 990 05 22 :SCREW W RND. HEXAL. HEAD

Installed 611 990 00 10 :SCREW

Installed 642 050 61 01 :

Installed 642 050 46 01 :

Installed 642 050 01 33 :

Installed 642 050 01 33 :

performed recheck of basic cam positioning and  
timing chain allocations, re sealed engine cover.

5.6

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: 3977.08

924.00

1123.20

24@46.80

3@2.44

3@7.32

1@702.00

1@735.80

1@36.90

11@36.90

7.32

21.96

702.00

735.80

36.90

405.90

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/5
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model	Body
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R

Work Phone

Home Phone

307-250-1731

Body

3500XD STANDARD R

# DESCRIPTION OF SERVICE AND PARTS

## ENVIRONMENTAL/ HAZMAT FEE

\*\*\*\*\*  
\* Like us on Facebook, Google or Yelp for a chance to win \*  
\* your next service on us. A drawing will be held every \*  
\* month. \*  
\*\*\*\*\*

AMOUNT  
Internal

Total Fees Amount

20.00

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LABOR	924.00
PARTS	3033.08
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	92.40
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	4069.48

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/05/20	6025903/1
R/O Close Date	Status
8/05/20	Pre-Invoice
Mileage In	Mileage Out

Service Advisor / Tag #

**RYAN BURT**

Vehicle Identification Number

**WDAPF4CD0KN049811**

Delivery Date

In-Service Date

**7/11/19**

Color

License Number

**MANISCALCO, JOE**  
PO BOX 2274  
CODY, WY 82414

Work Phone

Home Phone

**307-250-1731**

Body

**3500XD STANDARD R**

Year	Make	Model	Body
<b>2019</b>	<b>MERCEDES-BENZ</b>	<b>SPRINTER CAB</b>	<b>3500XD STANDARD R</b>

**DESCRIPTION OF SERVICE AND PARTS**

Email: josephmaniscalco@gmail.com

AMOUNT

#1 - MBCEL: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON

Caused by

performed short testing, found codes for [REDACTED]

th [REDACTED] performed testing as per fault code, checked

actual values of nox sensor/dpf soot content/

temp sensors/ dpf pressure sensor and adblue

fluid quality/fill level. no direct faults found.

reset adaptations and performed regen while

driving. no further cel active no further cel

on.no adblue malfunctions found no cel active no

performed short test follow up after test drive,

no codes found. all faults rectified and no

further malfunctions found at this time. vehicle

was returned to customer.

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

#2 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN

Caused by

miles

mies

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/05/20	6025903/2
R/O Close Date	Status
8/05/20	Pre-Invoice
Mileage In	Mileage Out
2459	2464
Service Advisor / Tag #	

RYAN BURT

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	Vehicle Identification Number	
			Home Phone	WDAPF4CD0KN049811	
			307-250-1731	Delivery Date	In-Service Date
			Body		7/11/19
			3500XD STANDARD R	Color	License Number
Year	Make	Model			
2019	MERCEDES-BENZ	SPRINTER CAB			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00 ***** * Like us on Facebook, Google or Yelp for a chance to win * * your next service on us. A drawing will be held every * * month. * *****	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

*Service Engine Light Still On*

R/O Open Date	R/O Number
8/11/20	6025957/1
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596

Service Advisor / Tag #

**RYAN BURT**

Vehicle Identification Number

WDAPF4CD0KN049811

Delivery Date

In-Service Date

7/11/19

Color

License Number

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone		
Year	Make	Model	Home Phone		
2019	MERCEDES-BENZ	SPRINTER CAB	307-250-1731		
			Body		
			3500XD STANDARD R		

**DESCRIPTION OF SERVICE AND PARTS**

Email: josephmaniscalco@gmail.com

#1 - MBCEL: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON  
Customer states vehicle has a code for DPf efficiency again. Please advise

Caused by

performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.

performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

#2 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN

Caused by

miles

miles

*Service Advisor  
Kyle Robinson*

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

*Joseph P. Maniscalco*



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/11/20	6025957/2
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596
Service Advisor / Tag #	
RYAN BURT	

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	Vehicle Identification Number	
				WDAPF4CD0KN049811	
			Home Phone	Delivery Date	In-Service Date
			307-250-1731		7/11/19
Year	Make	Model	Body	Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	
-----	
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	
-----	
#4 - MBRECALL: RECALL perform recall 2020040019 - VS3BAUTOP Auto - p function Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1	
-----	
#5 - MBRECALL: RECALL perform recall 2020040023 - VS3BRADVER front axle brake hose Caused by completed recall 02-1733 0.2 02-1796 0.1 completed recall 02-1733 0.2 02-1796 0.1	
-----	
#6 - MBRECALL: RECALL perform recall 2020070011 - VS3DREHSIK front swivel seat wiring	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/11/20	6025957/3
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596
Service Advisor / Tag #	

**RYAN BURT**

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Work Phone

Vehicle Identification Number

WDAPF4CD0KN049811

Home Phone

Delivery Date

In-Service Date

307-250-1731

7/11/19

Body

Color

License Number

Year

Make

Model

2019

MERCEDES-BENZ

SPRINTER CAB

3500XD STANDARD R

**DESCRIPTION OF SERVICE AND PARTS**

**AMOUNT**

Caused by

completed recall 02-1862 1.1 02-1863 0.1

completed recall 02-1862 1.1 02-1863 0.1

\*\*\*\*\*  
\* Like us on Facebook, Google or Yelp for a chance to win \*  
\* your next service on us. A drawing will be held every \*  
\* month. \*  
\*\*\*\*\*

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**LABOR**

.00

**PARTS**

.00

**DEDUCTIBLE**

.00

**SUBLET**

.00

**SHOP SUPPLIES**

.00

**HAZARDOUS MATERIALS**

.00

**SALES TAX OR TAX I.D.**

.00

**SPECIAL ORDER DEPOSIT**

.00

**DISCOUNTS**

.00

**TOTAL DUE**

.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**Mercedes-Benz**  
of Billings

3045 King Ave. West  
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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

Case 9:21-cv-00092-DWM Document 2 Filed 08/19/21 Page 28 of 43

R/O Open Date	R/O Number
7/13/20	6025655/1
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone
Year	Make	Model	Home Phone
2019	MERCEDES-BENZ	SPRINTER CAB	307-250-1731
			Body
			3500XD STANDARD R

# DESCRIPTION OF SERVICE AND PARTS

Email: josephmaniscalco@gmail.com

## #1 - MBNOISE: MBNOISE

Customer states there is a knocking noise coming from the engine area. Please advise

Caused by

performed noise locate and diag of knocking noise/ performed short testing, no fault codes were present. as per fts recommendation, removed lower oil pan to inspect for metal shaving and or damage. removed lower oil pan, no damage found, no problems were identified. performed check for noise on upper engine area, inspected injector actual values for adaptation corrections and performed leak down testing. found injector leak

Installed 003 989 98 20 10 :SEALANT MB

Installed 611 017 00 60 :SEAL RING

Installed 642 070 12 87 80 :REMAN INJECTOR F COMMO

Core Chg 642 070 12 87 70 :CORE INJECTOR F COMMON

Installed 000 990 29 07 :SCREW W FLANGE

Installed 642 070 12 87 87 :REMAN INJECTOR F COMMO

Core Chg 642 070 12 87 70 :CORE INJECTOR F COMMON

Installed 642 050 03 11 :CHAIN TIGHTENER

excessive, replaced both injectors and retested.

knocking still present, removed engine cylinder head cover and inspected cams/

and found excessive play in all

Qty: 1	Warranty
Qty: 3	Warranty
Qty: 2	Warranty
Qty: 2	Warranty
Qty: 3	Warranty
Qty: 1	Warranty
Qty: 1	Warranty
Qty: 1	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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## LABOR

## PARTS

## DEDUCTIBLE

## SUBLET

## SHOP SUPPLIES

## HAZARDOUS MATERIALS

## SALES TAX OR TAX I.D.

## SPECIAL ORDER DEPOSIT

## DISCOUNTS

## TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 29 of 43

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/2
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model	Work Phone
2019	MERCEDES-BENZ	SPRINTER CAB	Home Phone
			307-250-1731
			Body
			3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
rocker arms and clearance of more than specified. rocker arms can be wiggled and loosely pick out of cylinder head port holes without removing cams. as per directions of fts, replaced cams and all hydraulic elements and rocker arms.reinstalled and rechecked for noise.on initial starting, no noise present, after running for extended periods. the knocking returned and was present with fuel injector sequencing, located the ignition knock to be the injector cylinder 1, replaced and re coded.	
#2 - MBRECALL: RECALL Perform recall 2020040019 - VS3BAUTOP Auto Park Function (Manual) Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1	
#3 - MBRECALL: RECALL Perform recall 2020040023 - VS3BRADVER Front Axle Brake Hose Caused by completed recall 021773 0.2 02-1796 0.1 completed recall 021773 0.2 02-1796 0.1	
#4 - MB01: PERFORM VEHICLE SAFETY INSPECTION. A 39.95 VALUE	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/3
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			
		Work Phone	
		Home Phone	
		307-250-1731	
Year	Make	Model	Body
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>AT NO COST TO YOU.</p> <p>Caused by inspection inspection ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>	
<p>#5 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN</p> <p>Caused by after re coding injector , performed bench testing for noise and no further noise was present, found the injectors were leaking down excessive amounts and caused the vehicle to smoke for extended period, performed regen and cleared all residue in exhaust, test drove to verify all drive ability and engine operations are normal. no further noise concerns or drive ability concerns found. vehicle was returned to customer. ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>	
<p>#6 - MBTOWING: TOWING</p> <p>Caused by rpo tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00</p>	
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon."</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	<p>LABOR</p> <p>PARTS</p> <p>DEDUCTIBLE</p> <p>SUBLET</p> <p>SHOP SUPPLIES</p> <p>HAZARDOUS MATERIALS</p> <p>SALES TAX OR TAX I.D.</p> <p>SPECIAL ORDER DEPOSIT</p> <p>DISCOUNTS</p> <p>TOTAL DUE</p>
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> <p>X</p>	



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/4
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Work Phone

Home Phone

307-250-1731

Body

3500XD STANDARD R

Year	Make	Model
2019	MERCEDES-BENZ	SPRINTER CAB

# DESCRIPTION OF SERVICE AND PARTS

AMOUNT

## #7 \* MBADD: ADDED REPAIR

### ADDED OPERATION

Caused by

performed recheck of basic cam positioning and  
timing chain allocations, re sealed engine cover.

5.6

Tech: James McElroy

(107)

Installed 642 050 00 80 :

Installed 611 990 05 22 :SCREW W RND. HEXAL. HEAD

Installed 611 990 00 10 :SCREW

Installed 642 050 61 01 :

Installed 642 050 46 01 :

Installed 642 050 01 33 :

Installed 642 050 01 33 :

performed recheck of basic cam positioning and  
timing chain allocations, re sealed engine cover.

5.6

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: 3977.08

924.00

1123.20

24@46.80

3@2.44

7.32

3@7.32

21.96

1@702.00

702.00

1@735.80

735.80

1@36.90

36.90

11@36.90

405.90

20.00

## #8 \* MBADD: ADDED REPAIR

### ADDED OPERATION

Tech: James McElroy

(107)

Installed 000 990 29 07 :SCREW W FLANGE

Installed 611 017 00 60 :SEAL RING

Installed 003 989 98 20 10 :SEALANT MB

Internal

Internal

Internal

Internal

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
7/13/20	6025655/5
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Advisor / Tag #	
RYAN BURT	
Vehicle Identification Number	
WDAPF4CD0KN049811	
Delivery Date	In-Service Date
Color	License Number

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model	Work Phone	Home Phone	Body
2019	MERCEDES-BENZ	SPRINTER CAB	307-250-1731		3500XD STANDARD R

# DESCRIPTION OF SERVICE AND PARTS

## ENVIRONMENTAL/ HAZMAT FEE

\*\*\*\*\*  
\* Like us on Facebook, Google or Yelp for a chance to win \*  
\* your next service on us. A drawing will be held every \*  
\* month. \*  
\*\*\*\*\*

AMOUNT  
Internal

Total Fees Amount

20.00

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LABOR	924.00
PARTS	3033.08
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	92.40
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	4069.48

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





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**SERVICE DEPARTMENT HOURS**  
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Monday - Friday

R/O Open Date	R/O Number
8/05/20	6025903/1
R/O Close Date	Status
8/05/20	Pre-Invoice
Mileage In	Mileage Out

Service Advisor / Tag #

**RYAN BURT**

Vehicle Identification Number

**WDAPF4CD0KN049811**

Delivery Date

In-Service Date

**7/11/19**

Color

License Number

**MANISCALCO, JOE**  
PO BOX 2274  
CODY, WY 82414

Work Phone

Home Phone

**307-250-1731**

Body

**3500XD STANDARD R**

Year	Make	Model	Body
<b>2019</b>	<b>MERCEDES-BENZ</b>	<b>SPRINTER CAB</b>	<b>3500XD STANDARD R</b>

**DESCRIPTION OF SERVICE AND PARTS**

Email: josephmaniscalco@gmail.com

AMOUNT

#1 - MBCEL: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON

Caused by

performed short testing, found codes for [REDACTED]

th [REDACTED] performed testing as per fault code, checked

actual values of nox sensor/dpf soot content/

temp sensors/ dpf pressure sensor and adblue

fluid quality/fill level. no direct faults found.

reset adaptations and performed regen while

driving. no further cel active no further cel

on.no adblue malfunctions found no cel active no

performed short test follow up after test drive,

no codes found. all faults rectified and no

further malfunctions found at this time. vehicle

was returned to customer.

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

#2 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN

Caused by

miles

mies

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/05/20	6025903/2
R/O Close Date	Status
8/05/20	Pre-Invoice
Mileage In	Mileage Out
2459	2464
Service Advisor / Tag #	

RYAN BURT

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	Vehicle Identification Number	
			Home Phone	WDAPF4CD0KN049811	
			307-250-1731	Delivery Date	In-Service Date
			Body		7/11/19
Year	Make	Model		Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00 ***** * Like us on Facebook, Google or Yelp for a chance to win * * your next service on us. A drawing will be held every * * month. * *****	

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

*3rd TIME IN SHOP, BUT THEY KEPT IT BECAUSE "SERVICE ENGINE LIGHT" STILL ON*

R/O Open Date	R/O Number
8/11/20	6025957/1
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596

Service Advisor / Tag #

**RYAN BURT**

Vehicle Identification Number

WDAPF4CD0KN049811

Delivery Date

In-Service Date

7/11/19

Color

License Number

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	
			Home Phone	
			307-250-1731	
Year	Make	Model	Body	
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R	

**DESCRIPTION OF SERVICE AND PARTS**

Email: josephmaniscalco@gmail.com

#1 - MBCEL: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON  
Customer states vehicle has a code for DPF efficiency again. Please advise

Caused by

performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.

performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.

ENVIRONMENTAL/ HAZMAT FEE

Sub Total: .00

#2 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN

Caused by

miles

miles

*Service Advisor  
Kyle Robinson*

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LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

*Joseph P. Maniscalco*



**Mercedes-Benz**  
of Billings

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Billings, MT 59102  
(406) 294-7000  
www.mbbillings.com

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/11/20	6025957/2
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596
Service Advisor / Tag #	
RYAN BURT	

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	Vehicle Identification Number	
			Home Phone	WDAPF4CD0KN049811	
			307-250-1731	Delivery Date	In-Service Date
					7/11/19
Year	Make	Model	Body	Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	
-----	
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	
-----	
#4 - MBRECALL: RECALL perform recall 2020040019 - VS3BAUTOP Auto - p function Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1	
-----	
#5 - MBRECALL: RECALL perform recall 2020040023 - VS3BRADVER front axle brake hose Caused by completed recall 02-1733 0.2 02-1796 0.1 completed recall 02-1733 0.2 02-1796 0.1	
-----	
#6 - MBRECALL: RECALL perform recall 2020070011 - VS3DREHSIK front swivel seat wiring	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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of Billings

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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/11/20	6025957/3
R/O Close Date	Status
8/20/20	Pre-Invoice
Mileage In	Mileage Out
2570	2596
Service Advisor / Tag #	

**RYAN BURT**

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Work Phone

Vehicle Identification Number

WDAPF4CD0KN049811

Home Phone

Delivery Date

In-Service Date

307-250-1731

7/11/19

Body

Color

License Number

Year

Make

Model

2019

MERCEDES-BENZ

SPRINTER CAB

3500XD STANDARD R

**DESCRIPTION OF SERVICE AND PARTS**

**AMOUNT**

Caused by

completed recall 02-1862 1.1 02-1863 0.1

completed recall 02-1862 1.1 02-1863 0.1

\*\*\*\*\*  
\* Like us on Facebook, Google or Yelp for a chance to win \*  
\* your next service on us. A drawing will be held every \*  
\* month. \*  
\*\*\*\*\*

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**LABOR**

.00

**PARTS**

.00

**DEDUCTIBLE**

.00

**SUBLET**

.00

**SHOP SUPPLIES**

.00

**HAZARDOUS MATERIALS**

.00

**SALES TAX OR TAX I.D.**

.00

**SPECIAL ORDER DEPOSIT**

.00

**DISCOUNTS**

.00

**TOTAL DUE**

.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



QTY.	MATERIAL	PRICE	AMOUNT
1	Bristol 3" Dump Valve	26 45	
1	3" NO HVB	16 45	
1	LP stove Regulator	35 95	
1	Shop supplies	15 00	

CK 832

Thank you

(MAY BE CONTINUED ON OTHER SIDE.)

**Park County RV, Inc.**  
 Over 20+ Years Experience  
 244 Blackburn Avenue  
 Cody, Wyoming 82414  
 (307) 527-GORV (4678) Fax (307) 587-6278  
 1-866-627-4678

TO:

Joe

INVOICE NO. 14727

JOB PHONE	DATE OF ORDER
	4/26/21
JOB NAME/LOCATION	

PHONE 250 1731

ORDER TAKEN BY [Signature]

TERMS:

DESCRIPTION OF WORK					AMOUNT
Furnace Dump Valve - stiff stove Top No Light A/P Black tank Dump Valve troubleshoot LP problem. furnace line was kinked, ReRoute line stove Regulator was bad Replace Regulator tested Both for leaks and operation					
LABOR	HOURS	RATE	AMOUNT	TOTAL MATERIAL	94 85
Jett	4			TOTAL LABOR	430 00
W.F.	.5				544 85
WORK ORDERED BY [Signature]				DATE COMPLETED	4/25/21
SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)				TAX	21 80
X Joseph D. Munick				Thank You! PAY THIS AMOUNT → 566 65	



**Mercedes-Benz**  
of Billings

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21

3045 King Ave. West  
Billings, MT 59102  
(406) 294-7000  
www.mbbillings.com

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/28/20	6026143/1
R/O Close Date	Status
9/30/20	Reprint
Mileage In	Mileage Out
2595	2595
Service Advisor / Tag #	
RYAN BURT	

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414			Work Phone	Vehicle Identification Number	
			Home Phone	WDAPF4CD0KN049811	
			307-250-1731	Delivery Date	In-Service Date
			Body	Color	License Number
			3500XD STANDARD R		
Year	Make	Model			
2019	MERCEDES-BENZ	SPRINTER CAB			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: josephmaniscalco@gmail.com	
#1 - MR MBDRIVE: DRIVEABILITY CONCERN	
Customer states vehicle giving message for Adblue system fault. Please advise	
Corrected by 499068: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 499069: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 495915: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 075290: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 496661: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 071668: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Corrected by 541011: (4905706)	
Tech: Eddie Rogers(EDD)	Warranty
Installed 000 490 14 41 :CLAMP	Qty: 1 Warranty
Installed 006 542 49 18 :OXYGEN SENSOR	Qty: 1 Warranty
Installed 000000 000276 :SCREW	Qty: 1 Warranty
Installed 906 995 02 02 :CLAMP	Qty: 1 Warranty
Installed 123 994 13 45 :NUT	Qty: 1 Warranty
Installed 907 490 01 00 :EXHAUST SYSTEM	Qty: 1 Warranty
Installed 219 492 00 80 :FLANGE GASKET	Qty: 1 Warranty
Installed 000 990 67 03 :SCREW	Qty: 3 Warranty
Installed 000 905 91 12 :NOX SENSOR	Qty: 1 Warranty
Installed 000 905 91 12 :NOX SENSOR	Qty: 1 Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





**Mercedes-Benz**  
of Billings

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 1 of 1

3045 King Ave. West  
Billings, MT 59102  
(406) 294-7000  
www.mbbillings.com

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/28/20	6026143/2
R/O Close Date	Status
9/30/20	Reprint
Mileage In	Mileage Out
2595	2595
Service Advisor / Tag #	
RYAN BURT	

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model
2019	MERCEDES-BENZ	SPRINTER CAB

Work Phone	Vehicle Identification Number
	WDAPF4CD0KN049811
Home Phone	Delivery Date
307-250-1731	7/11/19
Body	License Number
3500XD STANDARD R	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Installed 906 490 51 00 :EXHAUST SYSTEM Qty: 1	Warranty
Installed 000 995 11 33 :PROFILE CLAMP F EXHAUST Qty: 1	Warranty
Installed 000 905 06 08 :SOOT PARTICULATE SENSOR Qty: 1	Warranty
***wro*** tech edd- check and found ad blue message on in cluster. no check engine light. performed short test has code for scr efficiency. created an PTSS case 000149703. as per FTS replace o2 sensor and DPF. clerked faults and perform teach in of DPF and o2 sensor. test drove and message came back. as per FTS replace both nox sensors and perform teach in. clear fault and test drive . message came back on. as per FTS replace scr and perform reset of all values. teach in SCR and replace soot sensor ( soot sensor threads stripped when remvi8ng from old SCR) clear fault codes and test drive ( 2 30 mile trips.) no more messages in cluster. returning vehicle to client.	
-----	
#2 - MR MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN ENVIRONMENTAL/ HAZMAT FEE Sub Total: Labor: .00 Parts: .00 Total: .00 2745	
-----	
#3 * MR MBTRIM: INTERIOR/EXTERIOR CONCERNS/REPAIRS ADDED OPERATION ENVIRONMENTAL/ HAZMAT FEE Installed 910 725 11 00 :FIXED SIDE WINDOW Replace window and seal.	Internal Internal

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X





**Mercedes-Benz**  
of Billings

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 1 of 1

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(406) 294-7000  
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**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 5:30 p.m.  
Monday - Friday

R/O Open Date	R/O Number
8/28/20	6026143/3
R/O Close Date	Status
9/30/20	Reprint
Mileage In	Mileage Out
2595	2595
Service Advisor / Tag #	
RYAN BURT	

MANISCALCO, JOE  
PO BOX 2274  
CODY, WY 82414

Year	Make	Model	Work Phone	Vehicle Identification Number
2019	MERCEDES-BENZ	SPRINTER CAB		WDAPF4CD0KN049811
			Home Phone	Delivery Date
			307-250-1731	7/11/19
			Body	In-Service Date
			3500XD STANDARD R	
			Color	License Number

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
int tech edd- repalce right frt door quarter glass and seal ***** * Like us on Facebook, Google or Yelp for a chance to win * * your next service on us. A drawing will be held every * * month. * *****	

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

# EXHIBIT D

**LEMON LAW GROUP PARTNERS PLC**

Attorneys and Counselors at Law  
3323 NE 163rd Street, Suite 504  
North Miami Beach, Florida 33160

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Telephone (888) 415-0610  
Facsimile (888) 809-7010  
Email: [info@lemonlawgrouppartners.com](mailto:info@lemonlawgrouppartners.com)

October 8, 2020

Jayco, Inc., Customer Service  
903 S Main Street  
P.O. Box 460  
Middlebury, IN 46540

Re: Lelani Snyder & Joseph P Maniscalco  
Vehicle: 2020 Jayco Melbourne 24LP  
VIN: WDAPF4CD0KN049811

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Lelani Snyder & Joseph P Maniscalco relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Brooks Siegel

Attorney for Plaintiff

CC: Big Sky RV of Billings, 6708 S Frontage Rd, Billings, MT 59101